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EXAMINER

FRENEL, VANEL

ART UNIT PAPER NUMBER

3626

DATE MAILED: 02/13/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/577,386

Applicant(s)

LESSWING ET AL.

Examiner

Vanel Frenel

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 November 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-59 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-59 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 17 November 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ 6) ☐ Other: _____

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the application filed 05/23/00. Claims 1-59 are pending.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 40-52 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The basis of this rejection is set forth in a two-prong test of:

- (1) whether the invention is within the technological arts; and
- (2) whether the invention produces a useful, concrete, and tangible result.

4. Claims 40-52 are rejected under 35 U.S.C. 101 because they have only recited a computer implemented method in the preamble of the claims. However, the recitation of a "computer medium" or "system" in the preamble has no patentability weight.

Furthermore the body of the claims must also include this feature.

In this present case, the technological arts recited in the preamble, mere recitation in the preamble (i.e., intended or field of use) or mere implication of employing a machine or article of manufacture to perform some or all of the recited steps does not confer statutory subject matter to an otherwise abstract idea unless there is positive recitation in the claim as a whole to breathe life and meaning into the preamble.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-59 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tarter et al (5,704,044) in view of Bosco et al (5,191,522).

(A) As per claim 1, Tarter discloses a computer-implemented method of repricing an electronically received reimbursement claim (Col.13, lines 44-67 to Col.14, line 65) under at least one contract comprising: providing programming code for converting each contract into a plurality of terms and a contract identifier code, each term, of the plurality of terms, containing qualification codes, calculation codes and at least two priority notes, and arranging the plurality of terms, of said contract, into a sequential series of terms (Col.15; lines 7-65); providing programming code for converting the reimbursement claim into a series of claim lines, each claim line containing a claim code, a unit number and a corresponding charge (Col.15, lines 7-67); providing programming code for sequentially comparing each claim code, of the series of claim lines, against each qualification code, of the plurality of terms and when a claim code, of a claim line, is substantially equal to a qualification code, of a term, identifying said term as a matching term associated to said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

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Tarter does not explicitly disclose providing programming code for determining any priority conditions associated to all of the matching terms, and eliminating any matching terms that are excluded by said priority conditions; and providing programming code for determining a reimbursement amount for the claim by processing the calculation codes of the non-eliminated matching terms.

However, these features are known in the art, as evidenced by Bosco. In particular, Bosco suggests providing programming code for determining any priority conditions associated to all of the matching terms, and eliminating any matching terms that are excluded by said priority conditions; and providing programming code for determining a reimbursement amount for the claim by processing the calculation codes of the non-eliminated matching terms (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Bosco within the system of Tarter with the motivation of providing a system which can operate more efficiently by limiting the access of each application program only to the appropriate data cluster, the entire relational database does not have to be searched while running that program (See Bosco, Col.3, lines 15-23).

(B) As per claim 2, Tarter discloses the computer-implemented method wherein the programming code for determining any priority conditions include: programming code for categorizing the terms, of the sequential series of terms, into pre-defined sections,

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wherein the pre-defined sections have a hierarchy that lists a pre-defined section having priority over another pre-defined section prior to said other pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(C) As per claim 3, Tarter discloses the computer-implemented method wherein the programming code for determining any priority conditions further include: programming code for arranging the terms, within each pre-defined section, by a reverse hierarchy, which sequential lists a term, having priority over another term, subsequent to said other term (Col.19, lines 40-67 to Col.20; line 38).

(D) As per claim 4, Tarter discloses the computer-implemented method wherein the step of sequentially comparing further includes: when a claim code, of a claim line, is substantially equal to a qualification code of a term, programming code for identifying the pre-defined section in which the term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); programming code for sequentially comparing the claim code of said claim line, only against the qualification codes, of each term categorized under said governing pre-defined section (Fig.44A; Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); and when the claim code of said claim line is substantially equal to a qualification code, of a term categorized under said governing pre-defined section, programming code for identifying said term as a matching term associated to said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(E) As per claim 5, Tarter discloses the computer-implemented method wherein the step of determining the reimbursement amount includes: programming code for determining a reimbursement charge for each claim line associated to a non-eliminated matching term (Col.5, lines 38-67 to Col.6, line 31); and programming code for adding the reimbursement charges for said claim lines, whereby the reimbursement amount for the claim is the addition of the reimbursement charges (Col.5, lines 38-67 to Col.6, line 31).

(F) As per claim 6, Tarter discloses the computer-implemented method wherein when a priority note, of a non-eliminated matching term, indicates that the calculation codes, of said non-eliminated matching term, apply to the entire claim, programming code for making the reimbursement amount for the claim equal to the reimbursement charge for the claim line associated to said non-eliminated matching term (Col.5, lines 38-67 to Col.6, line 31).

(G) As per claim 7, Tarter discloses the computer-implemented method wherein when a term, indicates that the calculation codes, of said term, apply to the reimburse amount of the claim, the method further including: programming code for determining the reimbursement amount of said claim (Col.13, lines 44-67 to Col.14, line 65; and when the qualifications of said term are satisfied, programming code for re-calculating the reimbursement amount based upon the calculation codes of said term (Col.13, lines 44-67 to Col.14, line 65).

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(H) As per claim 8, Tarter discloses the computer-implemented method wherein the step of converting the claim further includes the step of programming code for associating the claim to a claim identifier code (Col.37, lines 24-67 to Col.38, line 67; Col.44; lines 30-67).

(I) As per claim 9, Tarter discloses the computer-implemented method further including: programming code for comparing the claim identifier code, against the contract identifier code, of each contract, and when the claim identifier code is substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract, wherein the repricing of said claim is repriced only against said governing contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(J) As per claim 10, Tarter discloses the computer-implemented method wherein the step of repricing the claim against said governing contract further includes: when at least two contracts are identified as governing contracts, programming code for repricing said claim against each governing contract creating a list of governing reimbursement amounts (Col.39, lines 1-67 to Col.40; line 67).

(K) As per claim 11, Tarter discloses the computer-implemented method further comprising: programming code for determining a lowest governing reimbursement amount, of the list of governing reimbursement amounts, wherein the lowest governing reimbursement amount is the reimbursement amount of said claim (Col.44; lines 30-48).

(L) As per claim 12, Tarter discloses a computer-implemented method of repricing at least one electronically received reimbursement claim, for medical services, under at least one contract (Col.13, lines 44-67 to Col.14, line 65) comprising providing programming code: inputting into a platform, each contract, of the at least one contract, each contract containing a contract identifier code and a series of contractual terms, each contractual term being defined by qualification codes, calculation codes and at least one priority note (Col.13, lines 44-67 to Col.14, line 65); inputting into a platform, each claim, of the at least one claim, each claim containing a second identifier code and a series of claim lines, wherein each claim line being defined by a claim code, a unit number and a corresponding charge (Col.15, lines 7-67; Col.20; lines 39-67 to Col.21; line 50).

Tarter does not explicitly disclose requesting a platform to reprice a claim, of the at least one claim, by determining a reimbursement amount for said claim; and requesting a platform to display the reimbursement amount for said repriced claim.

However, these features are known in the art, as evidenced by Bosco. In particular, Bosco suggests requesting a platform to reprice a claim, of the at least one claim, by determining a reimbursement amount for said claim (Col.9, lines 53-68 to Col.10, line 5); and requesting a platform to display the reimbursement amount for said repriced claim (See Bosco, Col.9, lines 53-68 to Col.10, line 5).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Bosco within the system of Tarter with the

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motivation of providing a system which can operate more efficiently by limiting the access of each application program only to the appropriate data cluster, the entire relational database does not have to be searched while running that program (See Bosco, Col.3, lines 15-23).

(M) As per claim 13, Bosco discloses the computer-implemented method wherein the step of determining a reimbursement amount includes: comparing each claim code, of the claim, against each qualification code, of each contractual term, of a contract (Col.9, lines 53-68 to Col.10, line 5); when a qualification code, of a contractual term, is satisfied by a claim code, of a claim line, identifying said contractual term as a matching contractual term associated to said claim line, and creating a list of all matching contractual terms (Col.13, lines 54-68 to Col.14, line 9); determining any priority conditions associated to the matching contractual terms, and eliminating any matching contractual terms, from said list of matching terms that are excluded by said priority conditions (Col.9, lines 53-68 to Col.10, line 5); and determining a reimbursement charge for each claim line associated to a non-eliminated matching term, and adding the reimbursement charges for said claim lines, wherein the reimbursement amount for the claim is the addition of said reimbursement charges (Col.9, lines 53-68 to Col.10, line 5).

(N) As per claim 14, Tarter discloses the computer-implemented method wherein the priority conditions further includes: categorizing the contractual terms, of each contract,

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into a set of sequentially listed pre-defined sections, wherein the pre-defined sections have a hierarchy that lists a pre-defined section, having priority over another pre-defined section, before said other pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(O) As per claim 15, Bosco discloses the computer-implemented method wherein the priority conditions further includes: arranging the contractual terms, categorized in each pre-defined section, in a reverse hierarchy, wherein a contractual term having priority over another contractual term is listed subsequent said other contractual term (Col.9, lines 53-68 to Col.10, line 5).

(P) As per claim 16, Tarter discloses the computer-implemented method wherein the step of comparing each claim code against each qualification code includes: when the claim further contains a claim priority condition, comparing each claim code only against qualification codes, of contractual terms listed in pre-defined sections that satisfy the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(Q) As per claim 17, Tarter discloses the computer-implemented method wherein the priority conditions include a claim priority condition which eliminates any matching contractual terms that is listed in a predefined section that is excluded by the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

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(R) As per claim 18, Tarter discloses the computer-implemented method wherein when one of the priority notes associated to a matching contractual term indicates that said matching contractual term reprises the entire claim, eliminating all other matching contractual terms (Col.5, lines 18-67 to Col.6, line 32).

(S) As per claim 19, Tarter discloses the computer-implemented method wherein the reverse hierarchy is determined by the priority notes associated to each contractual term, categorized in a pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 67).

(T) As per claim 20, Tarter discloses the computer-implemented method wherein the step of repricing further includes: comparing the claim identifier code against the contract identifier code, of each contract, wherein when the claim identifier code is substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); and determining a reimbursement amount of the claim only against the governing contract (Col.5, lines 18-67 to Col.6, line 32).

(U) As per claim 21, Tarter discloses the computer-implemented method wherein the step determining a reimbursement amount for the claim against the governing contract includes: when at least two contracts are identified as governing contracts, repricing said claim against each governing contract creating a list of governing reimbursement

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amounts, wherein the reimbursement amount of said claim is the lowest governing reimbursement amount (Col.43, lines 58-67 to Col.44; lines 30-48).

(V) As per claim 22, Bosco discloses the computer-implemented method further including: storing the reimbursement amount of a claim and storing said claim as a repriced claim (Col.19, lines 33-68 to Col.20, line 59).

(W) As per claim 23, Bosco discloses the computer-implemented method wherein prior to determining the reimbursement amount for a claim the method including: comparing the claim identifier code, of said claim, against the claim identifier codes, of all stored repriced claims (Col.19, lines 33-68 to Col.20, line 59); when the claim identifier code, of said claim is substantially equal to the claim identifier codes, of a stored repriced claim, creating a bundled claim having the combined claim lines of the claim lines of said claim with the claim lines of said repriced claim (Col.19, lines 33-68 to Col.20, line 68); determining the reimbursement amount of the bundled claim, instead of determining the reimbursement amount of said claim (Col.9, lines 53-68 to Col.10, line 52); and rewriting the reimbursement amount of the stored repriced claim with the reimbursement amount of the bundled claim and rewriting the stored claim with the bundled claim (Col.19, lines 33-68 to Col.20, line 59).

(X) Claim 24 differs from claims 1 and 12 by reciting an article of manufacture comprising: a computer usable medium having computer readable program code.

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As per this limitation, it is noted that Tarter embodied therein for repricing a reimbursement claim against at least one contract, said claim containing a claim identifier, a plurality of claim lines and a total charge, said contract containing a contract identifier and a plurality of contractual terms, the computer readable program code means in the article of manufacture (Col.1, lines 19-67 to Col.2, line 67; Col.13, lines 44-67 to Col.14, line 65) comprising: computer readable program code means for causing a computer to generate a rate sheet which represents a contract, of the at least one contract, the rate sheet containing one or more rate terms that represent the contractual terms of said contract, and containing a rate identifier code that represents the contract identifier of said contract (Col.13, lines 44-67 to Col.14, line 65); computer readable program code means for causing a computer to generate the claim, the claim having a claim identifier codes and a series of claim lines, each claim line including a claim code, a unit number and a code charge (Col.15, lines 7-67 to Col.16, line 31); computer readable program code means for causing a computer to reprice the claim against a rate sheet, and to generate and assign a reimbursement amount to said repriced claim (Col.15, lines 7-67 to Col.16, line 31) and Bosco discloses computer readable program code means for causing a computer to graphically display the reimbursement amount of the repriced claim, and a difference between the total charge of the claim and the reimbursement amount of the repriced claim (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize a computer readable program code to perform their specific function.

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The remainder of claim 24 is rejected for the same reasons given above for claims 1 and 12, and incorporated herein.

(Y) As per claim 25, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means for causing a computer to assign qualification codes, calculation codes and at least one priority note to each rate term, and to arrange said rate terms into a sequential series of terms (Col.13, lines 1-67 to Col.14, line 67; Col.15, lines 1-39).

(Z) As per claim 26, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means for causing a computer to graphically convey the rate sheet by displaying the sequential series of terms in an English language representation (Col.4, lines 8-67 to Col.5, line 37).

(AA) As per claim 27, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means to generate and display each rate term as a English language paragraph with a series of data entry panels interspersed in the paragraph, the data entry panels prompting a user to define the calculation codes,

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qualification codes and priority codes for each rate term (Col.4, lines 8-67 to Col.5, line 37).

(BB) As per claim 28, Tarter discloses the article of manufacture wherein the computer readable program code means for repricing the claim against a rate sheet further includes: computer readable program code means causing a computer to sequentially compare each claim code, included in the series of claim lines, against each qualification code, of each rate term (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); and when a claim code of a claim line is substantially equal to a qualification code, of a rate term, the computer readable program code means causing a computer to identify said rate term as a matching rate term associated to said claim line (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to determine any priority conditions associated to the matching rate terms and to eliminate any matching rate terms that are excluded by said priority conditions defining a series of remaining matching rate terms (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); and computer readable program code means causing a computer to compute the reimbursement amount from the calculation codes of the remaining matching rate terms (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35).

(CC) As per claim 29, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further

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includes: computer readable program code means to categorize the rate terms, of the rate sheet, in pre-defined sections, the pre-defined sections have a hierarchy sequence that assigns priority conditions to the rate terms categorized therein (Col.13, lines 1-67 to Col.14, line 35).

(DD) As per claim 30, Tarter discloses the article of manufacture wherein the article of manufacture computer readable program code means causing a computer to assign priority conditions to the priority codes of the rate terms categorized within one of the pre-defined sections, said priority conditions defining a priority sequence of said rate terms (Col.13, lines 1-67 to Col.14, line 35).

(EE) As per claim 31, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to sequentially compare each claim code further includes: when a claim code, of a claim line, is substantially equal to a qualification code, of a rate term, the computer readable program code means causing a computer to identify the pre-defined section in which the rate term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to sequentially compare the claim code of said claim line, against only the qualification codes, of each rate term categorized under said governing pre-defined section (Col.13, lines 1-67 to Col.14, line 67); and when the claim code of said claim line is substantially equal to a qualification code, of a term categorized under said governing

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pre-defined section, the computer readable program code means causing a computer to identify said term as a matching term associated to said claim line (Col.13, lines 1-67 to Col.14, line 67).

(FF) As per claim 32, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to compare the claim identifier against the rate identifier code and to identify a rate sheet as a governing rate sheet which has a rate identifier code substantially equal to the claim identifier (Col.15, lines 1-67 to Col.16, line 31); and computer readable program code means causing a computer to reprice the claim only against a governing rate sheet (Col.15, lines 1-67 to Col.16, line 31).

(GG) As per claim 33, Tarter discloses the article of manufacture wherein the article of manufacture further includes: when at least two rate sheets are identified as governing rate sheets, computer readable program code means causing a computer to reprice the claim against each governing rate sheet and to create a list of governing reimbursement amounts (Col.14, lines 24-67 to Col.15, line 67; Col.16, lines 1-31).

(HH) As per claim 34, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to receive an input from an user to direct the computer to assign either the highest or lowest governing reimbursement amount, from the list of governing

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reimbursement amounts, as the reimbursement amount of the repriced claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(II) As per claim 35 the article of manufacture wherein the article of manufacture computer further includes : computer readable program code means for causing a computer to store in a repriced claim storage location a repriced claim along with the reimbursement amount of said repriced claim, said repriced claim includes the claim identifier code and claim lines associated to said repriced claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(JJ) As per claim 36, Tarter discloses the article of manufacture wherein the article of manufacture computer readable program code means for causing a computer to compare the claim identifier code, of a claim, against the claim identifier code, of each repriced claim, stored in the repriced claim storage location; then the claim identifier code, of said claim, is substantially equal to the claim identifier code, of a repriced claim, the computer readable program code means causing a computer to combine the claim lines of said claim with the claim lines of said repriced claim to create a bundled claim (Col.25, lines 60-67 to Col.26; line 67); and computer readable program code means for causing a computer to reprice the bundled claim and rewrite said repriced claim with the repriced bundled claim (Col.25, lines 60-67 to Col.26; line 67).

(KK) As per claim 37, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer

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to store in a rate sheet storage location the calculation codes, qualification codes and priority codes of a rate sheet (Col.28, lines 1-67 to Col.29, line 67).

(LL) As per claim 38, Bosco discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to store in a claim storage location the claim lines of a claim (Col.19, lines 33-68 to Col.20, line 59).

(MM) As per claim 39, Tarter discloses the article of manufacture wherein the article of manufacture includes: computer readable program code means causing a computer to store in an identifier storage location a plurality of identifier codes substantially equal to the rate identifier codes, of each rate sheet, and the claim identifier codes, of each claim (Col.37, lines 24-67 to Col.38, line 44); and computer readable program code means causing a computer to logically link each claim having a claim identifier code and each rate sheet having a rate identifier code that are substantially equal to a single identifier code, of the plurality of identifier codes (Col.37, line 1-67 to Col.38, line 67); and computer readable program code means causing a computer to receive inputs from a user, said inputs to cause the computer to access the identifier storage location and to change an identifier code, of the plurality of identifier codes, whereby each claim and each rate sheet logically linked to said identifier code is automatically changed (Col.37; lines 23-67 to Col.38; Col.39; lines 1-61).

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(NN) Claim 40 differs from claims 1, 12, and 24 by reciting (1) each claim containing at least one claim line, each claim line being defined by claim codes, a unit number and a corresponding charge, and (2) each contract containing at least one contractual term.

As per this limitation, it is noted that Tarter discloses a computer-implemented method for repricing a reimbursement claim against under at least one contract (Col.13, lines 44-67 to Col.14, line 65), each contractual term being defined by qualification codes, calculation codes, the method for repricing comprising: comparing each claim code, of the claim, against each qualification code, of each contractual term, of a contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); when a qualification code, of a contractual term, is satisfied by a claim code, of a claim line, identifying said contractual term as a matching contractual term associated to said claim line, and creating a list of all matching contractual terms (Col.13, lines 44-67 to Col.14, line 67) and Bosco discloses determining any priority conditions associated to the matching contractual terms, and eliminating any matching contractual terms, from said list of matching terms that are excluded by said priority conditions (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68); and determining a reimbursement charge for each claim line associated to a non-eliminated matching term, and adding the reimbursement charges for said claim lines, wherein the reimbursement amount for the claim is the addition of said reimbursement charges (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize one contractual term to perform their specific function.

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The remainder of claim 40 is rejected for the same reasons given above for claims 1,12 and 24, and incorporated herein.

(OO) As per claim 41, Tarter discloses the computer-implemented method further comprising: storing each contract on a network contract storage location, the network storage location containing a plurality of contract sets, each contract set associated to a set identifier, each contract further including a contract identifier and a set identifier, wherein each contract containing a set identifier substantially equal to a set identifier of a contract set, is stored within said contract set (Col.2, lines 1-67 to Col.3, line 30); identifying each claim with a set identifier and a claim identifier (Col.3; lines 32-67); comparing the set identifier of a claim against the set identifier, of each contract set, when the set identifier of a claim is substantially equal to the set identifier of a contract set, identifying said contract set as a governing contract set (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); comparing the claim identifier of said claim against the contract identifiers of each contract, stored within said governing contract set, and when the claim identifier of said claim is substantially equal to the contract identifier of a contract, stored within said governing contract set, identifying said contract as a governing contract (Col.2, lines 1-67 to Col.3, line 30); and determining the reimbursement amount of said claim only against said governing contract (Col.3, lines 1-67).

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(PP) As per claim 42, Tarter discloses the computer-implemented method wherein the priority conditions further includes: categorizing the contractual terms, of each contract, into a set of sequentially listed pre-defined sections, wherein the pre-defined sections have a hierarchy that lists a pre-defined section, having priority over other pre-defined sections, before said other pre-defined sections (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(QQ) As per claim 43, Tarter discloses the computer-implemented method wherein the priority conditions further includes: arranging the contractual terms, categorized in each pre-defined section, in a reverse hierarchy, wherein a contractual term having priority over other contractual terms is listed subsequent said other contractual terms (Col.19, lines 40-67 to Col.20; line 38).

(RR) As per claim 44, Tarter discloses the computer-implemented wherein the computer readable program code means for causing a computer to sequentially compare each claim code further includes: when a claim code, of a claim line, is substantially equal to a qualification code, of a contractual term, the computer readable program code means causing a computer to identify the pre-defined section in which the contractual term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to sequentially compare the claim code of said claim line, against only the qualification codes, of each contractual term categorized under said governing pre-defined section (Col.13, lines 1-67 to Col.14, line 67); and when the claim code of

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said claim line is substantially equal to a qualification code, of a term categorized under said governing pre-defined section, the computer readable program code means causing a computer to identify said contractual term as a matching contractual term associated to said claim line (Col.13, lines 1-67 to Col.14, line 67).

(SS) As per claim 45, Tarter discloses the computer-implemented method wherein the priority conditions include a claim priority condition which eliminates any matching contractual terms that is listed in a predefined section that is excluded by the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(TT) As per claim 46, Tarter discloses the computer-implemented method wherein when one of the priority notes associated to a matching contractual term indicates that said matching contractual term reprices the entire claim, eliminating all other matching contractual terms (Col.5, lines 18-67 to Col.6, line 32).

(UU) As per claim 47, Tarter discloses the computer-implemented method wherein the reverse hierarchy is determined by the priority notes associated to each contractual term, categorized in a pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 67).

(VV) As per claim 48, Tarter discloses the computer-implemented method wherein the step of repricing further includes: comparing the claim identifier code against the contract identifier code, of each contract, wherein when the claim identifier code is

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substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract (Col.2, lines 1-67 to Col.3, line 30); and determining a reimbursement amount of the claim only against the governing contract (Col.3, lines 1-67).

(WW) As per claim 49, Tarter discloses the computer-implemented method wherein the step determining a reimbursement amount for the claim against the governing contract includes: when at least two contracts are identified as governing contracts, repricing said claim against each governing contract creating a list of governing reimbursement amounts, wherein the reimbursement amount of said claim is the lowest governing reimbursement amount (Col.43, lines 58-67 to Col.44; lines 30-48).

(XX) As per claim 50, Bosco discloses the computer-implemented method further including: storing the reimbursement amount of a claim and storing said claim as a repriced claim (Col.19, lines 33-68 to Col.20, line 59).

(YY) As per claim 51, Bosco discloses the computer-implemented method wherein prior to determining the reimbursement amount for a claim the method including: comparing the claim identifier code, of said claim, against the claim identifier codes, of all stored repriced claims (Col.19, lines 33-68 to Col.20, line 59); when the claim identifier code, of said claim is substantially equal to the claim identifier codes, of a stored repriced claim, combining the claim lines of said claim with the claim line of said

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repriced claim creating a bundled claim (Col.19, lines 33-68 to Col.20, line 68); determining the reimbursement amount of the bundled claim, instead of determining the reimbursement amount of said claim (Col.9, lines 53-68 to Col.10, line 52); and rewriting the reimbursement amount of the stored repriced claim with the reimbursement amount of the bundled claim and rewriting the stored claim with the bundled claim (Col.19, lines 33-68 to Col.20, line 59).

(ZZ) As per claim 52, Tarter discloses the computer-implemented method further comprising: tracking the priority conditions associated to the non-eliminated matching terms (Col.5, lines 18-67 to Col.6, line 32); and displaying said priority conditions along with the reimbursement charge of the claim lines associated with said non-eliminated matching terms (Col.3, lines 10-67).

(AAA) Claim 53 differs from claims 1, 12, 24, and 40 by reciting computer readable program code embodied therein for configuring a contract.

As per this limitation, it is noted that Tarter discloses an article of manufacture comprising: a computer usable medium containing contractual terms, for repricing a reimbursement claim (Col.1, lines 19-67 to Col.2, line 67; Col.13, lines 44-67 to Col.14, line 65) the computer readable program code means in the article of manufacture comprising: computer readable program code means for causing a computer to generate a rate sheet representing the contractual terms of said contract, the rate sheet containing identifier codes, and one or more rate terms (Col.13, lines 44-67 to Col.14,

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line 65) and Bosco discloses a computer readable program code means for causing a computer to arrange the rate terms in a sequential series of terms; and computer readable program code means for graphically conveying the rate sheet by displaying the sequential series of terms in an English language representation (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize computer readable program code embodied therein for configuring a contract to perform their specific function.

The remainder of claim 53 is rejected for the same reasons given above for claims 1, 12, 24 and 40, and incorporated herein.

(BBB) As per claim 54, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to generate and display each rate term as a English language paragraph with a series of data entry panels interspersed in the paragraph, the data entry panels prompting a user to define calculation codes, qualification codes and priority codes for each rate term (Col.4, lines 8-67 to Col.5, line 37).

(CCC) As per claim 55, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to categorize the rate terms, of the rate sheet, in pre-defined sections, wherein the pre-defined

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sections have a pre-defined hierarchy sequence that assigns a priority to the rate terms categorized therein when repricing a claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(DDD) As per claim 56, Tarter discloses the article of manufacture wherein the English language paragraph describes the qualification and calculation of the rate term when repricing a medical reimbursement claim (Col.44; lines 30-48).

(EEE) As per claim 57, Tarter discloses the article of manufacture wherein the priority codes define a priority sequence to the rate terms within a pre-defined section, of said pre-defined sections (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(FFF) As per claim 58, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to permit a user to edit the calculation codes, qualification codes and priority codes of a rate term of the rate sheet (Col.28, lines 1-67 to Col.29, line 67).

(GGG) As per claim 59, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to store a rate sheet, in a data center containing a plurality of networks, each network containing a plurality of rate sheets, similarly configured (Col.2, lines 1-67 to Col.3, line 30); and when the identifier codes of a rate sheet identifier a specific network, of the plurality of

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networks, the computer readable program code means stores said rate sheet in the specific network (Col.2, lines 1-67 to Col.3, line 30);

Response to Arguments

7. Applicant's arguments filed 11/17/03 regarding claims 1-59 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response filed 11/17/03.

(A) At pages 21-24 of the 11/17/03 response, Applicant's argues the followings:

Requirements for obviousness are not meet. (1) Bosco does not describe teach or suggest how to reimburse the insurance claim against a contract. (2) The Office Action combination of Tarter and Bosco in finding the present invention obvious is tantamount to hindsight and is impermissible.

(2) Tarter does not disclose the repricing of a reimbursement claim and specifically converting the claim to a code for repricing; or assigning a highest or lowest governing reimbursement amount.

(3) Bosco does not teach or suggest identifying contractual terms as matching a claim code, determining priority conditions associated to the matching terms, and eliminating matching terms based upon the priority conditions such that a reimbursement charge for each claim line may be determined.

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(4) Tarter does not disclose or teach the claimed invention, nor the ability to identify a governing contract out of multiple contracts and determine the reimbursement amount only based upon the governing contract and also Tarter does not disclose or teach storing rate sheets in a plurality of networks and the ability to identifier the network corresponding to a specific rate sheet identifier code and to store the rate sheet corresponding to a specific rate sheet code in the network corresponding thereto.

(A) With respect to Applicant's first argument, Examiner respectfully suggests that obviousness is not determined on the basis of the evidence as a whole and the relative persuasiveness of the arguments. See *In re Oetiker*, 977F. 2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992); *In re Hedges*, 783F.2d 1038, 1039, 228 USPQ 685, 686 (Fed. Cir.1992); *In re Piaseckii*, 745 F.2d 1468, 1472, 223 USPQ 785, 788 (Fed. Cir.1984); *In re Rinehart*, 531 F.2d 1048, 1052, 189 USPQ 143, 147 (CCPA 1976). Using this standard, the Examiner respectfully submits that he has at least satisfied the burden of presenting a prima facie case of obviousness, since he has presented evidence of corresponding claim elements in the prior art and has expressly articulated the combinations and the motivations for combinations that fairly suggest Applicant's claimed invention (See paper number 3). Note, for example, in the instant case, the Examiner respectfully notes that each and every motivation to combine the applied references are accompanied by select portions of the respective reference(s) which specially support that particular motivation and /or an explanation based on the logic and scientific reasoning of one ordinarily skilled in the art at the time of the

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invention that support a holding of obviousness. As such, it is not seen that the Examiner's combination of references is unsupported by the applied prior art of record. Rather, it is respectfully submitted that explanation based on the logic and scientific reasoning of one of ordinary skill in the art at the time of the invention that support a holding of obviousness has been adequately provided by the motivations and reasons indicated by the Examiner, *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter., 4/22/93). Therefore, the combination of references is proper and the rejection is maintained.

In addition, the Examiner recognizes that references cannot be arbitrarily altered or modified and that there must be some reason why one skilled in the art would be motivated to make the proposed modifications. However, although the Examiner agrees that the motivation or suggestion to make modifications must be articulated, it is respectfully contended that there is no requirement that the motivation to make modifications must be expressly articulated within the references themselves. References are evaluated by what they suggest to one versed in the art, rather than by their specific disclosures, *In re Bozek*, 163 USPQ 545 (CCPA 1969). Therefore, Applicant's argument is not persuasive.

In response to Applicant's point 1, Examiner respectfully suggests that Tarter discloses "A processor is an entity that provides on-line and paper based manual adjudication services. A processor's responsibility is to adjudicate claims by applying the plan parameters established by the TPA (i.e., determining the acceptability of a claim based, for example, on a claimant's eligibility, the medication, and price), and then

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to report the results to the TPA or plan sponsor on a scheduled basis. Each payor selects a standard reimbursement payment cycle, typically 14 or 30 days, during which the processor adjudicates claims submitted over the on-line network by service providers. At the end of each processing cycle, processors "rule-off" the accumulated and report the results. They then forward their "experience" tapes for the relevant period, which itemize all of the approved transactions, to each TPA or plan sponsor who reviews the tapes and then makes payments to the service providers. FIG.3. A processor may also conduct drug utilization reviews ("DUR"). There are a number of authorized sources for DUR information available from pharmaceutical and medical review boards. The following example serves to illustrate the complex set of relationships between plan sponsors, obligors, TPAs, payors and processors. A commercial bank, acting as plan sponsor, decides to provide insurance coverage to its employees and arranges for an insurance company to provide that coverage. The insurance company, acting as obligor, administrator, payor, and processor, collects premiums (coverage payments) from the bank, underwrites the actuarial risk associated with the plan, administers the bank's plan, makes payments to the service providers and adjudicates the insurance claims (See Tarter, Col.3, lines 32-67). Therefore, Applicant's argument is not persuasive.

In response to Applicant's point 2 that the Examiner's combination of obviousness of Tarter and Bosco is based upon hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge

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which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the Applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

(B) With respect to Applicant's second argument, Examiner respectfully suggests that Tarter discloses "The following important transaction sequence is used by CHARMS to accurately perform duplicate and reversal checking of NCPDP Version 1.0 formatted claims consistent with methods used by processors: (1) examination of duplicates and their related reversals in ascending time of receipt order; (2) consideration for buying only the first transaction in a sequential group of duplicates; (3) if a matching reversal is encountered subsequent to these duplicate claims, declining to buy any one of the corresponding claims; and (4) if there is no reversal for this group of duplicates, only deciding to buy the first claim" which correspond to Applicant's claimed feature (See Tarter, Col.39, lines 13-24). To the extent that Examiner understands the applied reference, formatting a claim to a universal format (NCPDP Version1.0) is a form of converting the claim to code. Further, buying or declining to buy a claim would have included considering the price of a claim (and thus any repricing as well). Therefore, Applicant's argument is not persuasive.

(C) With respect to Applicant's third argument, Examiner respectfully suggests that Tarter discloses "The following important transaction sequence is used by CHARMS to accurately perform duplicate and reversal checking of NCPDP Version 1.0 formatted

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claims consistent with methods used by processors: (1) examination of duplicates and their related reversals in ascending time of receipt order; (2) consideration for buying only the first transaction in a sequential group of duplicates; (3) if a matching reversal is encountered subsequent to these duplicate claims, declining to buy any one of the corresponding claims; and (4) if there is no reversal for this group of duplicates, only deciding to buy the first claim. FIGS.32-32A show a table that sets forth the transaction processing decision logic for specific rules for handling transactions depending on their status in the daily and existing transaction files, such as duplicates, reversals and other anomalies in one embodiment of the invention. All transactions listed on the table in FIGS.31-32A which are shaded have been determined to be either impossible cases or of such rare occurrence that they are written to an exception file for unusual transactions designated for manual handling and investigation" which correspond to Applicant's claimed feature (See Tarter, Col.39, lines 13-34). Therefore, Applicant's argument is not persuasive.

(D) With respect to Applicant's fourth argument, Examiner respectfully suggests that Tarter discloses "On a daily basis, CHARMS summarizes and prepares records of all transactions. At the end of daily processing, CHARMS initiates a series of funds transfer transactions for all approved claims that have been marked for purchase. In one embodiment of the present invention, CHARMS credits the pharmacy's designated bank account through the existing ACH system in accordance with the agreed upon discounting schedule and debits the SPV's funding account. In conjunction with one

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embodiment of the present invention, the agreements between the System Operator and the service providers will be for at least one year at a fixed contracted "target" discount rate that can be altered based on fluctuations in a specific market index and on changes in the mix of payors and obligors. CHARMS also updates the automated account reconciliation system for each pharmacy. Each claim transaction CHARMS decides to buy has a specified value and an authorization code that has been issued by the plan sponsor or its agent. This is a significant difference from all other receivables in the health care industry. CHARMS treats each purchased claim transaction in a manner similar to the treatment of credit card transactions. This allows service providers to treat their third party transactions similar to their existing credit card processing and reconciliation. Eventually this will also allow for the elimination of all the separate accounting systems that were developed for third party transactions. This is an important component of the present invention and is a dramatic change from the paper-based detailed statements provided by most payors, processors, TPAs, and plan sponsors to support the existing funds transfer and internal reconciliation effort.

At the present time, Medicaid receivables are not saleable, assignable or lienable. In one embodiment of the present invention, CHARMS includes Medicaid receivables by incorporating one of the solutions currently embodied in already established hospital receivable securitization packages. As explained further below, CHARMS structures a variety of funding facilities with investment bankers and commercial bankers to secure all of its matched borrowings with the asset stream of receivables purchased from the pharmacy, further enhanced with a credit guarantee. This provides the means for the

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issuance of commercial paper, debentures, notes, and commercial bank obligations-- each with varying terms and covenants. 5. Funds Collection Upon the establishment of a relationship between the System Operator and a newly subscribing service provider, notice is sent to all relevant payors that all future payments and supporting data for approved claims should be sent directly to the System Operator. CHARMS directs payors to make payments directly to an SPV lock box account. CHARMS monitors the compliance of the payors with their contracted payment terms to insure both the accuracy and timing of the funds flow. FIG. 46. Using pre-defined protocols that are constantly tuned to achieve the most effective payment results, CHARMS provides the means to systematically contact payors and obligors when timely payment has not been received. 6. Funds Management and Reconciliation Effective cash management is important to the successful operation of CHARMS. The proper balancing of receipts with funding alternatives in order to match the daily "buying" of receivables is the essence of the art. Forecasting, funding decision processes and meticulous reconciliation is required to maximize returns. On a daily basis CHARMS provides for at least the following cash management functions: (1) the purchase of new service provider receivables; (2) the collection of payments from payors; and (3) the funding or redeeming of market securities. CHARMS processes RAs as they are received along with payments from payors. CHARMS then reconciles previously retained claims against data received in these RAs, uses pre defined parameters to determine disposition, and identifies, reports, and stores any exceptions in an exception database file. The volume of transactions CHARMS processes, which will be in the hundreds of

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millions of dollars, is manageable because of the homogeneity of the transactions and the existing infrastructures of electronic healthcare message switching, credit card processing, and securitization management systems. In addition, CHARMS monitors daily cash available from funding efforts and receipts from payors and obligors, as well as funds used to buy receivables. Combinations of short term funding vehicles, commercial paper, and medium term notes are used to match cash needs while at the same time obtaining the best possible "pooled" interest rate against the overall portfolio" which correspond to Applicant's claimed feature (See Tarter, Col.13, lines 44-67 to Col.14, line 65). Therefore, Applicant's claimed feature is not persuasive.

8. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

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Conclusion

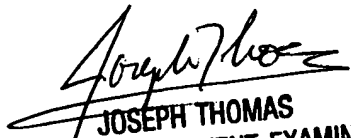
9. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. The cited but not applied art teaches system and method for supporting delivery of health care (6,012,035), automated data integrity auditing system (6,542,905) and collapsible flowsheet for displaying patient information in an electronic medical record (5,950,168).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Vanel Frenel whose telephone number is 703-305-4952. The examiner can normally be reached on 6:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 703-305-9588. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

V.F
V.F
February 11, 2004


JOSEPH THOMAS
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